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*North America's Leader in Hazardous Material Information Management*  
*1905 Aston Avenue, Carlsbad, CA 92008*  
*Phone (800) 451-8346 Fax (760) 602-8888*

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## MSDS PRODUCT INFORMATION

Date: 10/07/2005  
To: MSDS Requester  
From: 3E Company  
Subject: The MSDS you have requested

☒ MSDS NOT REQUIRED

In response to your request for a Material Safety Data Sheet, according to the OSHA Hazard Communication Standard (Right-to-Know), the following item is an article. Articles are defined in 29 CFR 1910.1200(c). Products such as Drugs, cosmetics, food, or alcoholic beverages, wood or wood products, and tobacco or tobacco products, as defined in 29 CFR 1910.1200(b)(6), are exempt from the Hazard Communication Standard. Items that are considered articles, as defined in 29 CFR 1910.1200(c), are also exempt from this Standard. Therefore, the manufacturer is not required to provide an MSDS for this product.

☐ MSDS DISCONTINUED PRODUCT

In response to your request for a Material Safety Data Sheet, the manufacturer has discontinued the product listed below. The MSDS Attached is the most current version, or an MSDS is no longer available.

☐ MSDS BEST COPY AVAILABLE

The MSDS attached is the best copy available from the manufacturer.

☐ MANUFACTURER NO LONGER IN BUSINESS

In response to your request for a Material Safety Data Sheet, a current MSDS could not be obtained for this product. It has been determined that the manufacturer listed below is no longer in business. A current address and phone number could not be located.

Manufacturer: Pennington Seed, Inc.  
Product Name: Untreated Seed



## **PENNINGTON SEED, INC.**

P.O. Box 290 • Madison, Georgia 30650 • (706) 342-1234

GEORGIA DIVISION

Untreated Seed Does not Require a MSDS Sheet.

PENNINGTON SEED, INC  
MADISON, GEORGIA

Subject to the limitation of liability herein set forth, Seller warrants that the seeds or other merchandise sold are as described on the container, within recognized tolerances. LIABILITY ON THIS WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE SEEDS OR OTHER MERCHANDISE. In no event shall we be liable for the crop, or lack thereof, whether such loss results from the breach of the foregoing warranty, from breach of any other provision of the buyer's contract for the purchase of said seeds or the other merchandise, or from any other cause. SELLER MAKES NO OTHER WARRANTY EITHER EXPRESS OR IMPLIED AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF SEED OR OTHER MERCHANDISE SOLD. The seeds or other merchandise are sold at the price quoted only upon the condition that the above disclaimer of warranty and the limitation of damages are part of the basis of the bargain. Seeds or other merchandise not accepted under these terms should be returned within 20 days in the original, unopened container and buyer will receive return of purchase price. Quotations and sales are subject to immediate acceptance, stock unsold, the company's confirmation of orders, stenographic errors and omissions, delays and contingencies beyond the company's control and the company's ability to obtain supplies to fulfill sales contracts confirmed by the Company.